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Dig. §§ 722, 844, 1429, 1496; Dec. Dig. § 657.* 12 Va.-W. Va. Enc. Dig. 953.

For other definitions, see Words and Phrases, First and Second Series, Abandon.]

Appeal from Circuit Court, Tazewell County.

Bill by Juanita V. Sipe and others against Virginia Alley. From a decree for defendant, complainants appeal. Reversed.

J. W. Hicks, of Graham, and *J. W. Chapman*, of Tazewell, for appellants.

Sexton & Roberts, of Graham, for appellee.

STEWART & QUINN *v.* ROGERS & DEFREES.

Sept. 9, 1915.

[86 S. E. 161.]

1. Covenant, Action of (§ 12*)—Complaint—Sufficiency.—In an action of covenant on an agreement for the sale of letters patent on a cash payment and certain deferred payments, by failure to pay which defendants' right under the contract was to be determined, the complaint was not demurrable on the ground that defendants had forfeited their rights by failing to pay the deferred payments, since such stipulation was for the seller's benefit, who might waive the forfeiture and sue for the breach of covenant.

[Ed. Note.—For other cases, see Covenants, Action of, Cent. Dig. § 16; Dec. Dig. § 12.* 3 Va.-W. Va. Enc. Dig. 735.]

2. Appeal and Error (§ 1002*)—Review—Findings.—A finding upon conflicting evidence will not be disturbed on appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3935-3937; Dec. Dig. § 1002.* 1 Va.-W. Va. Enc. Dig. 620.]

3. Appeal and Error (§ 692*)—Presentation of Grounds—Exclusion of Questions.—A ruling excluding questions on the trial is not reviewable, where there is nothing to indicate the answer expected.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 2905-2909; Dec. Dig. § 692.* 1 Va.-W. Va. Enc. Dig. 595.]

Error to Law and Chancery Court of City of Roanoke.

Action by Rogers & Defrees against Stewart & Quinn on covenant. Judgment for plaintiffs, and defendants bring error. affirmed.

M. M. Caldwell, of Roanoke, for plaintiffs in error.

W. J. Henson, of Roanoke, for defendants in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.